

**SURVIVAL AT UC:
A HANDBOOK FOR
NON-SENATE FACULTY**



53-110
EYE-EASE PAPER

95¢

SURVIVAL AT UC:

A Handbook for Non-Senate Faculty

Published by the University Council-
American Federation of Teachers

Second Edition
August, 1993

UC-AFT
419 Carroll Canal
Venice, California 90291
(310) 823-8809

CONTENTS

Preface	iii
Introduction	1
Representation Election	
Won by UC-AFT	2
First Faculty Contract Ratified	2
What the MOU Does	3
The UC-AFT	4
The Unit-18 Members' Handbook	5
Your Contract with the University	6
Appointments	7
Evaluations of Your Performance	9
The Three-Year Contract Review	9
Continuing Employment	11
Your Personnel File	11
Instructional Workload	12
Instructional Support	13
Leaves	13
Travel and Per Diem	15
Consultation	15
The MOU's Future	16
Grievances	18
The Steps Toward Resolution	18
Knowing the Contract	20
Watching the Time Limits	20
Starting a File and Keeping	
It Current	21
Providing Clear, Complete	
and Accurate Information	21
Frequently Asked Questions	23
Networking	28

Preface

We're pleased to present you with this second edition of *Survival at UC: A Handbook for Non-Senate Faculty*. We hope this handbook clears confusion, prompts union activity, and increases understanding. We've tried to explain how the union contract affects your working conditions. To do so adequately, we have addressed many of your professional concerns as well. We feel that as educators, our working conditions are inseparable from what we do in classrooms across the state. We have argued this at the bargaining table in the past, and we will do so in the future. Thus, you will read not only about contract language, articles, rights, and grievances, but also about how and where to locate funds for professional development, instructional activities, and travel.

Just as the contract under which you work changes annually, so too will this handbook. Your suggestions will have considerable weight in shaping future editions, and we welcome them. Please take time to read the handbook and then later, as you continue to use it, send us your written comments.

For non-Senate faculty, the University is not an entirely friendly place. We know that often you are neglected or, worse yet, isolated and excluded. Your teaching and instructional accomplishments and growth may go unappreciated in a university where classroom activity often takes a back seat to research. Your colleagues in the UC-AFT understand this situation. We strive to change the status quo, not codify it. This is done in part within the annual contract reopen negotiations and also by working within the structure of the campus Union Local. Exciting things are possible, and we look forward to making the University of California a better place by improving the lot of a significant number of its teachers. We hope you will join us in this effort.

A membership form is enclosed. Dues are a bargain — 1% of your salary — and we hope you'll look on membership as an educational/occupational insurance policy.

Judy Kirscht,
Lecturer, UC-Santa Barbara
Editor, Second Edition

INTRODUCTION

Today about one-third of all college and university faculty in the United States are on temporary, part-time, or non-tenure track appointments. The percentage is about the same in the University of California system.

In large part, the growth in the number of lecturers and other non-tenure track faculty positions over the past decade is a result of a soft academic labor market (that is, a high ratio of qualified people to available positions) combined with pressures on universities to deliver more services at a lower cost. The universities, in other words, have had their pick of good people willing to work under less-than-ideal circumstances.

Exploiting this soft academic labor market, the University of California created an academic underclass — a category of teachers and scholars who are treated as casual labor, who perform a significant part of the teaching, but who enjoy few of the perquisites of regular faculty status, and who are excluded from institutional governance. For a long time it was almost impossible to hold the University accountable for how it treated this group of people.

REPRESENTATION ELECTION WON BY UC-AFT

During the 1983-84 academic year, the University Council-American Federation of Teachers (UC-AFT) won a representation election among UC system lecturers and supervisors of teacher education. This allowed lecturers and supervisors of teacher education (who together constitute the Unit-18 group) to take advantage of their right to bargain collectively under the state's Higher Education Employer-Employee Relations Act (HEERA). In May of 1984, the UC-AFT and the University of California sat down to negotiate the first faculty labor contract in the history of the UC.

These negotiations were to produce an agreement that would for the first time give Unit-18 members a set of employment rights and protection similar to those enjoyed by regular faculty. Specifically, the UC-AFT bargaining team, which was made up of lecturers representing almost every campus, was seeking such things as greater equity in course-load assignments, objective evaluations of performance, and the greatest possible measure of job security once competence had been demonstrated.

The negotiations took 25 months to complete.

FIRST FACULTY CONTRACT RATIFIED

After a contract, or "memorandum of understanding," had been worked out by the

bargaining team, it was submitted to Unit-18 members for a vote. In June 1986, the contract was overwhelmingly approved. The memorandum of understanding (MOU) went into effect on July 1, 1986 and was originally to run through June 1988. In subsequent negotiations, however, the University and the UC-AFT have agreed to extend the duration of the contract to June 1996.

WHAT THE MOU DOES

The Unit-18 MOU now provides lecturers and supervisors of teacher education with a legal tool for holding the University accountable for its treatment of a third of its faculty. It sets boundaries on permissible practices, defines unit members' rights and benefits, and provides formal mechanisms for resolving employment problems. It hasn't solved all problems stemming from the employment situation of lecturers and supervisors of education, but it represents a solid step in that direction.

Each year during spring quarter the University and UC-AFT meet in reopener talks to renegotiate troublesome articles in the MOU. These talks give the Union a chance to improve the MOU, to extend the rights and protection it gives Unit-18 members, and to make it a better document for governing the University's employment practices relevant to lecturers and supervisors of teacher education. Our goal is thus to keep the MOU evolving toward an ideal that reflects the most important interests and concerns of Unit-18 members.

As a lecturer or supervisor of teacher education you are a member of Unit-18 and are thus covered by all the relevant provisions of the MOU. You are covered regardless of the percent time or duration of your employment.

You are also covered whether or not you choose to join the UC-AFT. However, Union membership and participation in Union activities is critical to continued efforts to improve your working conditions.

THE UC-AFT

In addition to its representation of lecturers and supervisors of teacher education, The UC-AFT is a broad-based union including Senate faculty, academic researchers, and librarians dedicated to making the University of California a better place in which to do academic work. Librarians are similarly organized for collective bargaining purposes, but Senate faculty and researchers remain largely unorganized.

The first local was established at Berkeley in 1963. There are now eight autonomous, campus AFT locals organized into the consortium called the University Council. The Council is not a parent bureaucracy but a coordinating and unifying body that gives locals strength on a statewide level. Affiliations with the California Federation of Teachers, the American Federation of Teachers, and the California Labor Federation add to this strength by providing financial, legal, political/legislative, and technical resources from which to draw.

Because UC-AFT is broadly representative of the University of California community, its membership is open to all University of California academic employees, including those who have not chosen to engage in collective bargaining. Anyone who shares our goals of making the University a more humane, democratic, and open institution is encouraged to join.

THE UNIT-18 MEMBERS' HANDBOOK

Survival at UC. — A Handbook for Non-Senate Faculty has been produced by the UC-AFT to help you understand the rights you have as a member of a collective bargaining unit. It is not a substitute for the MOU, which the University is required to provide to you through your department. If you don't have a copy, obtain one from the Labor Relations Office on your campus.

Survival at UC is a summary guide to using the MOU to ensure that your employment with the University of California is as rewarding and free of hassles as possible. The following sections of this handbook describe key provisions and general features of the MOU and how to make the MOU work for you. Also offered are some suggestions for informal organizing within departments.

We hope you find the Manual helpful. If you need further information or help, please do not hesitate to contact your local union officers.

YOUR CONTRACT WITH THE UNIVERSITY

The Unit-18 Memorandum of Understanding is a formal agreement between representatives of the UC-AFT and the University. It is a legally binding document that establishes the general terms of employment for unit members in all departments of all UC campuses. In principle, it should reduce the number of employment disputes between unit members and the University by clearly specifying both parties' agreed-to rights and responsibilities.

But, as with any labor agreement, the real life of the MOU lies in its implementation. So what is agreed to on paper, or seemingly agreed to on paper, may not be what is put into effect in every nook and cranny of the UC system. That's not necessarily how things are supposed to be (although the MOU does have lots of flexibility built into it); it's just how things are. Thus, to make the contract work properly, people have to know what's in it; they have to know what it means; they have to make good faith efforts to implement it; and sometimes they have to be nudged through contract enforcement actions.

Surprisingly, it is sometimes the University's central systemwide administration that must nudge recalcitrant middle-level campus administrators to do what the MOU requires. So must we, on occasion. The Union can do so through informal consultation, through the formal grievance and arbitration procedures built

into the MOU, and, if necessary, through the administrative law courts. But what is most important to ensuring that you receive all the rights and benefits to which you are contractually entitled is your own familiarity with the MOU.

Our first recommendation, then, is that you obtain a copy of the MOU from your department or the campus Labor Relations Office. It is the University's responsibility to provide you with one. You may not find the bureaucratic language of the MOU fun to read, so we suggest using the table of contents to zero in on sections that are of particular interest to you. Two especially important articles that we want to call your attention to concern appointments and workload.

Appointments - Article VII

Appointments are dealt with in Article VII. This article refers to the procedures that are intended to govern hiring, evaluations, and re-hiring. Here you will note that when you are first hired, your letter of appointment — that is, your *individual contract* with the University — must specify the title of your position, the salary rate, the name of the employing department, the period(s) for which the appointment is effective, the percentage of time of the appointment, the nature of the appointment and the general responsibilities it entails, and the name of the person to whom you are to report. **Note:** Your appointment is not official until you receive and accept this letter. Verbal promises have no legal weight.

All these matters should be clear when an appointment is first made in order to avoid problems later. We recommend that you refer to Article VII with your letter of appointment in hand to make sure the letter is written properly and to see how other provisions of this article apply to your particular appointment. If anything seems improper, incomplete, or confusing, try to get clarification — in writing — from your department. It is also a good idea to contact the UC-AFT local if you have questions. **NB: If you are on an annual contract, you must apply for reappointment every year.**

You should also note that Article VII, like some others in the MOU, is not subject to arbitration. That means that if there is a dispute concerning provisions of this article, it cannot be taken to an arbitration hearing for settlement; the UC-AFT and the University must resolve the dispute unaided or in some instances involving a pattern of abuse, through the Public Employment Relations Board.

You should further note that the grievability of various other articles may be limited. Whenever you refer to an article in the MOU be sure to see what is specified regarding grievability (see Article XXXIII) and arbitrability (see Article XXXIV).

Evaluations of Your Performance

Article VII, Section B.2

We also want to draw your attention to Section B.2 of Article VII. This section concerns evaluations of your performance in the duties for which you are hired. The MOU requires that such an evaluation precede every reappointment. That means that prior being rehired for another quarter, another year, or any period, you are entitled to a formal evaluation. Moreover, you must be informed of the purpose, timing, criteria, and procedures that will be followed in making this evaluation. To assist in this process, we recommend that you consult, in writing, with your department chair or supervisor and suggest some form of peer review.

Evaluation matters are important because they ensure that you have a fair chance to demonstrate your competence and to establish a record of your competence. Future employment may hinge on such a record, so the union recommends that you insist on strict adherence to the MOU. Again, if you have questions or concerns, don't hesitate to contact the UC-AFT local on your campus.

The Three-Year-Contract Review

Article VII, Section C

Section C of Article VII is especially important to long-term unit members. It states that once you have accumulated 15 quarters of service (these need not be consecutive or full time),

you become eligible for a major review. Further, this review must be completed before your 18th quarter of service. The review will determine whether or not you receive a subsequent appointment for a three-year period.

The first step of the "three-year appointment" review is for your department to make a formal claim that there is — and will continue to be — a need for your position. See the MOU for details of the criteria on which such claims need to be made. In general, departments must make a case that: 1) the courses or other responsibilities you fulfill will continue for at least 3 years, and 2) that Senate faculty are not available or not qualified to perform them. **It is not permissible under the MOU for a position to be denied on the basis that a one-year lecturer can fulfill the duties (i.e. to replace a lecturer with another lecturer). If this happens to you, immediately contact your local grievance officer or union president.**

Once the position is granted by the administration, your department may proceed to the second stage — review of your performance. If your performance is deemed excellent by your department and the other reviewing bodies, you will be offered a three-year contract. Thereafter, you will be reviewed in the second year of your three-year contract for renewal. Once deemed excellent in the first review, however, these renewals are usually fairly routine.

If you think you are eligible for a major review, ask your department chair or your program head to check on your eligibility.

Continuing Employment/Personnel Files

It is also a good idea to contact your local UC-AFT president, who should receive a list of people eligible for review each year.

Continuing Employment

ALL UNIT MEMBERS WHO DESIRE CONTINUING EMPLOYMENT SHOULD REAPPLY FOR THEIR JOBS AT THE BEGINNING OF WHAT WOULD OTHERWISE BE THEIR LAST QUARTER OR SEMESTER OF TEACHING. This is not a requirement of the MOU — it is just a way of protecting yourself. If you do not express interest in being reappointed, you cannot later contest a termination as unfair. To reapply, simply send a brief letter by *registered mail* to your department chair or program head. This letter accomplishes two things: it creates a formal record of your desire to be re-employed, and it sets the evaluation process in motion.

Personnel Files — Article X

It is very important for unit members to keep their personnel file active and current; such files should contain a record of all achievements (publications, presentations, extra-curricular activities, etc.), letters of commendation from students and faculty, and all evaluative material. Unit members should also be sure they know what is in their files; the MOU requires that within 10 days of a written request, faculty members shall be given copies of all non-confidential material in their files and a list of all confidential materials.

Survival at UC

Upon written request unit members are also entitled to written reductions (detailed summaries) of the confidential material within 30 days. Unit members may respond to, challenge or correct such material in writing, and such responses will become part of the file. **Look at your file before all reappointment reviews.**

Instructional Workload — Article XXV

Article XXV, concerning instructional workload, is another article that you should read carefully. Note here that the MOU sets upper limits of nine courses per year for a full-time appointment on a quarter schedule and six courses per year for a full-time appointment on a semester schedule. You should never be asked to teach more than this for a full-time appointment. In fact, you should almost always teach fewer courses, although your exact load will depend on the workload standards approved for your department, on non-teaching duties you may be assigned, and on the nature of the courses you teach.

If you have any question about the equity of your workload, we urge you to discuss it both with the chair or director of your department or program (standards can be changed) and with your union Local. Your local union officers can't determine whether you have a grievance or urge your department head to work for more equitable standards unless they know what is going on.

Instructional Support — Article VIII

The Union working condition safeguards include the provision of offices, phones, computers, typewriters, copiers, and office supplies, as well as clerical assistance, teaching assistants, and readers to assure the quality of teaching.

UC-AFT faculty are eligible for instructional improvement grants and course development funds. Their applications and requests may not be lightly disregarded, nor may union membership act as an encumbrance. Information about campus teaching improvement grants and related matters must be made available to UC-AFT lecturers and supervisors of education on the same basis as to all other faculty.

By October 1 of each year the University is obliged to forward to the Union a list of the grants applied for during the preceding academic year. The University must also list the number of union members who applied for funds and the number who were funded.

Leaves — Article XIII

Unit-18 members are entitled to time off for illness, injury, personal emergency, childbearing, vacation, military service, jury duty, witness duty, government service, and *professional meetings*. Other paid and unpaid leaves are also possible. Eligibility criteria and a description of each type of leave are provided in Appendix D of the MOU.

While the UC-AFT has agreed that the University may change leave policies at its option, any such changes must apply to all academics in and out of the Union. The University will give the UC-AFT a month's notice of changes in the policy. Both parties have also agreed to meet in advance and discuss leave policy alterations prior to their implementation, if possible. In addition, any changes in leave policy that affect only faculty/instructors in the unit (that is, lecturers) must be negotiated by both sides before being enacted.

Denial of leave to faculty in the unit must be reasonably justified by the University in writing. Unit faculty who are going on leave agree to consult with colleagues who (with the department chair's approval) are "closing ranks" to fill the vacancy. The substitutions are subject to departmental approval.

This article forbids firings, demotions, and pay freezes resulting from leaves and leave requests. A unit member's job cannot be unreasonably changed when he or she returns from a leave.

Leaves cannot extend beyond the end of the appointment. However, unit members on 3-year contracts can request that the clock stop during a leave (i.e. that the time away not count for purposes of review for renewal of their contracts). Paid leaves cannot be at a higher percentage rate than the appointment. Faculty on unpaid leave can continue their University-sponsored life insurance, medical, and dental coverage. To do this, they must arrange full payment *prior to taking*

Travel and Consultation

leave. Sick leave and credit for vacation, seniority, and retirement do not accrue on unpaid leaves after half a calendar month.

Travel and Per Diem — Article XIV

The reimbursement rates that the University offers its Senate faculty for travel and per diem apply to Unit-18 faculty. The payment methods and practices are also the same.

Consultation

Professional consultation has been and continues to be an important tradition at the University. Faculty consult with one another, chairs consult with department members, and academic administrators consult with chairs and committees. Consultation topics run the gamut from educational policy to matters of office space. As a non-Senate faculty member, you too will be asked to consult in a variety of situations, and the MOU explicitly reinforces your rights and the appropriateness of your doing so. The UC-AFT encourages all unit members to take full advantage of this professional right and responsibility. Basically, any matter which may involve opinion, judgment, leeway, or flexibility is an area where you should seriously consider expressing yourself. Even though the contract may specify procedures and processes in some detail, it is still reasonable for you to indicate your preferences and the reasons for them to your colleagues and supervisors. The following list illustrates areas

Survival at UC

where we feel consultation is appropriate and in the best interests of both you and the University:

Appointments Article — submit written comments for inclusion in your personnel file

Appointments Article — suggest which departmental review procedure you prefer and why

Leaves Article — assist and consult with colleagues who are taking over duties during leaves

Layoff Article — discuss alternatives with chair or unit head

Instructional Workload Article — suggest verbally or in writing to departments the appropriate workload and equivalencies of courses.

This is by no means an exhaustive list. Please take the time to think through your standards and then communicate them appropriately.

THE MOU'S FUTURE

We should emphasize also that the MOU is an evolving document. It is subject to modification every year in "reopener talks" that permit the UC-AFT and the University to renegotiate a limited number of articles. Problems with unclear or disputed language thus need not persist. Weak articles can be strengthened and new rights acquired. We encourage you to keep track this annual pro-

cess as it is reported in UC-AFT publications and to participate to the extent you are able. It is your input that will help improve the MOU. Again, your participation in this process will be vital to its success.

Finally, we want to emphasize that UC-AFT does not see the MOU as eliminating the flexibility that is a traditional hallmark of academic employment. There is a great deal of flexibility written into the MOU; it permits many kinds of employment arrangements to meet the needs of individuals and departments. What the MOU does is to provide individuals with a foundation of rights, benefits, and protection that they would not otherwise have. Whatever 'flexibility' this eliminates should not hamper a humane employer.

In short, the MOU is supposed to work to the mutual benefit of unit members and the University by establishing minimum standards. If implemented in good faith and with good conscience, it should make unit members' employment more secure, predictable, productive, and rewarding. It should also benefit department chairs and program heads by providing guidelines for identifying and retaining the most competent teachers in the unit. Ultimately, then, the quality of academic employment, of scholarly work, and of education should improve throughout the UC system. These are the goals, in principle, of the MOU. We encourage your help with the practice.

GRIEVANCES

Problems occasionally arise in all employment relationships, even those governed by explicit agreements. Most such problems arise from misunderstandings rather than malice, and so are resolvable informally. This is fortunately true for most problems that arise for Unit 18 members under the MOU. In a bargaining unit that includes over 2000 members in hundreds of departments at 9 universities, there are still surprisingly few occasions when formal grievances are necessary. Nonetheless, unit members should know when and why a grievance might be necessary and what it entails.

The Steps Toward Resolution

As implied, a grievance is a formal appeal to the University to review some practice that a unit member, usually acting in coordination with the Local, contends is in violation of the MOU. Before a formal grievance is filed, the MOU (see Article XXXIII) calls for informal discussion of the problem between the unit member and his or her department chair or program head (Step 1). Such informal discussion must take place within 45 days of the time the faculty member becomes aware of the practice or action. If the problem cannot be resolved in this way, a written grievance may be filed by either the employee or the Union with the University's grievance officer. That grievance serves as a request for a review by a higher administrative official.

Resolving Grievances

typically a Dean. This grievance must, however, be filed within 45 days of the occurrence. Do not delay or your rights may be lost. Time limits can be extended by mutual agreement with the administration, but only if done in writing.

The University's grievance officer must relay the response to the grievant within 10 days (Step 2). If the response is unsatisfactory, a review by the next higher designated official may be requested (Step 3); this official will arrange a hearing within 15 days to review the matter.

Individuals can file and pursue grievances on their own or with the UC-AFT Local acting as a representative. Although the procedures for filing grievances are not terribly complex, it is best to consult with Local's grievance officer, utilizing her/his familiarity with both the MOU and the grievance procedure. It is even possible for a Local to file a grievance on behalf of an individual or individuals who wishes to remain anonymous. In general, however, unit members should not fear the grievance procedure which represents the procedures agreed to by both the Union and the University to resolve problems, not to create them.

Unit members should also keep in mind that failing to challenge questionable practices in a timely manner can lead to bigger problems later. If violations of the MOU are occurring they need to be brought to light and corrected. This is essential to preserving the force and integrity of the MOU. It is also essential to making the MOU work for everyone. What is

Survival at UC

allowed to persist as an unresolved problem for one person may grow into a practice that affects many people and becomes increasingly problematic as time goes by.

Knowing the Contract

There are some other general matters that unit members should be aware of with regard to pursuing a grievance. The first is the need to determine whether the MOU permits the issue in question to be grieved. Some MOU articles are not fully grievable. With some articles only procedural violations are grievable. That means you may or may not be able to use the grievance mechanism to challenge the practice that has adversely affected you. This does not mean, however, that you have no recourse; it may simply be that other mechanisms will have to be used to solve the problem. For this reason we recommend that you always consult with your Local if you suspect a violation of the MOU.

Watching the Time Limits

The second matter is the need to observe deadlines. The MOU specifies various deadlines for acting on apparent violations. When unit members experience or observe problems they should make an immediate attempt to clarify the situation - that is, get all the facts pertinent to determining if a violation of the MOU is occurring. They should then discuss the suspected violation with the Local grievance officer. If the violation seems real, the next step is to immediately request

Time Limits, Records, Information

in writing an informal meeting with the department chair or program head to seek resolution. Promptness is important because the MOU allows only 45 days to file a grievance from the time the apparent violation is observed, or 15 days from an employee's separation from the University. Many strong cases have been lost simply because the aggrieved faculty member failed to act in a timely case.

Starting a File and Keeping It Current

A third general matter is the need for complete documentation. All paperwork pertinent to the problem should be gathered and copied. Without such documentation it is often extremely difficult to prove that a violation of the MOU is occurring. The general rule to follow for your own protection is to put everything in writing and get everything in writing. Although verbal agreements have legal standing in some instances, nothing is as solid as a signed letter or memo.

Providing Clear, Complete, and Accurate Information

Unit members should also be completely candid in providing information to the Local grievance officer. Anything less than complete openness about all the fact relevant to the case usually leads to a failed or abandoned grievance. Unit members should thus not only collect but also present clearly all perti-

Survival at UC

nent information as soon as they contact the Local grievance officer for assistance.

A final matter is that unit members should expect the Local grievance officer to independently investigate the alleged violation. Being able to provide copies of pertinent documents will greatly aid this process, but additional inquiries are often necessary to obtain all the relevant facts. Independent investigation has sometimes found grievances to be groundless; it has also sometimes found them to be worse than charged. In any event, unit members should understand that independent verification of the facts of a case is crucial to successfully executing any grievance.

In sum, the procedure to follow if you suspect a violation of the MOU is this:

- 1) read the MOU carefully to determine what you think should be the case that isn't;
- 2) contact your Local president or grievance officer to double check your understanding of the MOU;
- 3) request in writing that your department clarify the matter in question;
- 4) if you think a problem still exists, notify your Local president or grievance officer that you are going to request an informal discussion of the matter with your department chair or program head (you may ask for Union representation at this point);
- 5) if the informal discussion produces no resolution, move quickly to the next steps of the grievance procedure - remember, you have only 45 days to file a written notice, if it becomes necessary to do so.

Frequently Asked Questions

If you get to the point of filing a written grievance, you will have to work closely with the Local grievance officer to make sure that all specified procedures are followed, that all deadlines are met (or requests for extensions filed), and that all documentation is ready for the hearing. Although this may begin to sound rather involved, it is no more than is sometimes necessary to see that your contractual rights are protected and that the University meets its full obligations to you.

SOME FREQUENTLY ASKED QUESTIONS

If I'm a member of the bargaining unit, does it mean I'm also a member of the union?

No. It means only that the UC-AFT represents you, along with roughly 2000 other unit members, at the bargaining table. To become a Union member, you have to join. Joining involves filling out a form that authorizes the University to deduct dues from your monthly paycheck. Becoming a member makes you eligible for a wide range of benefits and services from the UC-AFT and from its affiliates (California Federation of Teachers, American Federation of Teachers). But more important, becoming a member means that you are contributing your share of support to the only organization that represents your interests in the UC system. Think of your dues as a reasonable premium on a fair employment insurance policy.

A copy of the necessary membership dues deduction authorization is included here.

Survival at UC

Does joining the Union mean that I have to attend meetings and do union work?

We realize that not everyone has the time or inclination to attend meetings or take on new projects, so there is no requirement that you must. But UC-AFT does encourage members to participate in Union activities to the extent they are able. Participation is what gets things done and keeps the Union strong. If you join, we hope you will be able to participate. But even if you can't be active, your support in the form of paying dues is still vitally important. That support makes it possible for other people to carry on Union work.

As an academic, belonging to a union seems strange to me. How will joining the Union be perceived by my colleagues?

First, the Union exists because it makes sense to act collectively when dealing with a powerful employer. As individuals we have little clout; as a group we can have a great deal. Belonging to a union is thus as natural for employees of a huge bureaucracy as it is for employees of a large industrial firm. If we believe that as intellectual workers we have a special responsibility to exert control over the institution in which we work, then union membership as a way to accomplish this makes even more sense.

As for your colleagues, union membership for lecturers and supervisors of teacher education is generally perceived as politically innocuous. Certainly few would perceive it as a threat to collegiality.

Frequently Asked Questions

In fact, many of your colleagues, both non-Senate and Senate faculty, are probably Union members themselves. Remember, the UC-AFT was launched by Senate faculty, many of whom remain strong among its most active members today. And if you still think someone might be sensitive about it, keep in mind that union membership is a private matter. You can keep it that way, if you wish.

Does the MOU specify how much I should earn as a lecturer?

Not exactly. It does set upper and lower limits for various ranks, but it does not establish salary steps and levels that reflect experience or scholarly achievement. This means that your salary is largely a result of what you can negotiate with your department. Although your department chair or program head might say that the University can pay you only so much, this is a matter of budgetary or traditional constraints, not constraints imposed by the MOU.

Will I be eligible for merit increases as a lecturer?

It depends. Some departments create room for what are called merit raises by starting lecturers at lower salaries than they could pay, and then bringing salaries up over the years. If you wish to think of these as reflecting merit, fine; but they are not provided for by anything in the MOU. However, those unit members who successfully pass the six-year review are guaranteed a merit review in each of their first two 3-year appointment periods. Some campuses have sought to restrict merit reviews

Survival at UC

to these two occasions, but such efforts are being fought by the Union. Salary increases other than these come as a result of legislatively approved increases for all UC faculty in the form of COLAs (cost of living adjustments).

What can I do if there is something I don't like about the MOU?

With such a large number of people in diverse situations falling under the province of the MOU, it's likely that a few people will be dissatisfied with its application in some cases. If you have any such troubles we would like, of course, to know about them. But don't think of this as griping to yet another bureaucracy that intrudes on your life. The UC-AFT is just a group of people like yourself - academic professionals who care about their work and want to have a say in determining the conditions under which it is done. If you have complaints or concerns you'd like to voice, the most effective thing you can do is to join and get involved. You might write an article for the Local newsletter, become the campus representative to the University Council, join the UC-AFT bargaining team, or run for office in your local. In the long run, your participation could have significant consequences for thousands of people in the UC system, now and for years to come.

What do I do if a problem arises that isn't specifically address by the MOU?

Depending on the nature of the problem, you may still be able to have the UC-AFT represent you in dealing with the University. We

Frequently Asked Questions

have many times in the past represented faculty members who were not covered by collective bargaining agreements, and have obtained favorable settlements without recourse to legal action. But if it seems that legal action is necessary to resolve a problem, the UC-AFT can sometimes provide financial support to undertake it. Subject to approval of the case, you may be able to get support from your Local, from the University Council, and from the CFT's and AFT's Teacher Legal Defense Funds.

What else does the UC-AFT do besides negotiate contracts and handle grievances?

The UC-AFT works continuously on a variety of projects. On individual campuses and across the system the Union has sought to counter threats to academic freedom, to eliminate sexual harassment from the academic workplace, to improve earthquake safety, to preserve retirement benefits, and to obtain more resources for undergraduate teaching.

It has also been involved in a major legal case to force the University to adopt an open files policy (in accord with the state constitution) that would permit faculty and respond to the information that is used to make promotion and tenure decisions thus eliminating the archaic secret review system that cloaks bias and discrimination in faculty evaluations. UC-AFT's court action was the major contributing factor in the University's 1992 decision to give faculty the right to reductions (full condensations) of all confidential material in their file.

Survival at UC

As a representative body the UC-AFT also occasionally passes resolutions that reflect the political sentiments of its members. We have, for example, passed resolutions favoring UC divestment from companies doing business in South Africa and opposed the Gann Initiative. The UC-AFT is also participating in forming a statewide alliance of organizations representing the interests of education so as to more powerfully lobby for those interests in the State Legislature. During 1992, the UC-AFT has pushed for the democratization of the UC Regents, restraining the rise in student fees, and defending the emphasis on undergraduate education (as mandated by the UC Master Plan) against budget cuts.

Who should I contact if I have a question or want more information?

If you're just looking for general information the best bet is to start with your Local president, whose name and phone number is listed on the enclosed sheet. If you have a specific question about the MOU you can contact your Local president or the Local's grievance officer. If you have difficulty reaching your Local officers, call the State Office, also listed on the enclosed sheet.

NETWORKING

Unions, like all organizations, depend on the sharing of information and concerns, on a sense of common purpose, and on mutual support, and the rotation of responsibility among members. All of these can be difficult to achieve among Unit 18 faculty who are

Networking

often isolated from each other in different departments on eight campuses scattered across the State. For most of us who have worked in building the Union in these early years, the gains have been well worth the effort. Scattered though we are, we have gained a great sense of mutual support; we have, in fact, created an identity for ourselves — no small accomplishment in a vast system like UC.

A danger — now that the first contract is a well established fact of campus life and the initial court cases that threatened its existence are a thing of the past — is that lecturers coming into the University (and many already here) will not recognize the potential of the organization for reducing their sense of isolation and helplessness, or its necessity for their survival.

Networking has proved itself too many times over to need any argument here — so reach out, share your situation and concerns, and discover that others share similar fates. The apparent complexities of the Union's legal side (grievances, arbitrations, court cases, etc.) sometimes keep people from getting involved, particularly in leadership capacities. Because they stay away, they don't realize that such activities are not as intimidating as they sound and, in fact, comprise only part of the overall purpose of the Union — joining together for mutual support and common action. Go to a Local meeting, call another lecturer, find out what is possible.